

Memorandum



Date: June 3, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

Agenda Item No. 3(B)(3)

From: Carlos A. Gimenez
Mayor

Subject: Limousines of South Florida, Inc. Application for a Passenger Motor Carrier Certificate of Transportation

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the application of Limousines of South Florida, Inc. for a Passenger Motor Carrier (PMC) Certificate of Transportation to provide contract carrier service as part of a maintenance of traffic strategy related to a reconstruction project along Alton Road being conducted by the Florida Department of Transportation (FDOT).

Scope

This PMC Certificate of Transportation allows the certificate holder to operate a trolley service as part of a maintenance of traffic strategy in the City of Miami Beach, along Alton Road and West Avenue from 5th Street on the south to Lincoln Road on the north.

Fiscal Impact/Funding Source

Licensing, operating permit and inspection fees are collected by the Department of Regulatory and Economic Resources to support regulatory activities. There is an annual regulatory fee of \$625 per certificate and \$625 per vehicle that will yield \$1,250 in revenue annually if the company operates only one (1) vehicle. Passenger Motor Carrier certificate holders can operate an unlimited number of vehicles under the certificate. Vehicle inspections are \$38 per vehicle.

Track Record/Monitor

Applicant is an existing service provider. The applicant is in compliance with all Miami-Dade County Code (Code) requirements. Joe Mora, Division Chief within the Department of Regulatory and Economic Resources, will be responsible for monitoring this company.

Background

On February 17, 1981, the Board of County Commissioners adopted Ordinance 81-17, subsequently amended by Ordinance 85-20 on April 16, 1985, which regulates the passenger motor carrier industry in Miami-Dade County under Chapter 31 of the Code of Miami-Dade County.

Section 31-103 of the Code provides the procedures to be followed by Miami-Dade County in processing certificate applications. Based on those requirements, a public hearing has been scheduled before the Board of County Commissioners. At the conclusion of the public hearing the Board may issue or refuse to issue the certificate, or issue the certificate with such modifications or upon such terms and conditions as in its judgment the public interest may require. In reaching its determination, the Board shall consider the application, the County Mayor's report and recommendation, all matters presented at the public hearing, and among others, the following criteria:

1. That the applicant is fit, willing and able, in accordance with the requirements of this section, to provide the transportation to be authorized by the certificate and is able to comply with this article and regulation of the Commission.

2. That the transportation to be provided under the requested certificate is consistent with the public interest.
3. That the proposed transportation service will improve the quality of transportation available to the public.

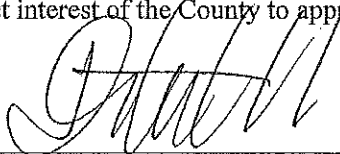
Limousines of South Florida, Inc., located at 2766 NW 62 Street, Miami, FL 33147, seeks to obtain a Passenger Motor Carrier Certificate of Transportation to provide contract carrier service pursuant to a Transportation Agreement with the City of Miami Beach. This class of service is defined as any passenger motor carrier who is not a common carrier and who repeatedly or continuously transports persons for compensation under written contracts with one or more persons. Transportation will be provided using chauffeur driven vehicles with a seating capacity of at least nine (9) or more, excluding the driver, but less than 28 passengers, seven days a week, from 8:00 a.m. to 12:00 a.m.

The management plan submitted by Mr. Raymond Gonzalez, President of Limousines of South Florida, Inc., includes maintenance, communication, and record keeping systems and meets the requirements of the Code. All required financial statements and credit references have been submitted and the proposed service standards adequately meet passenger transportation and comfort needs. A background investigation reveals no criminal conviction for the applicant or any corporate officers within five years of the date of the application.

Alton Road and West Avenue in the City of Miami Beach are currently affected by a reconstruction project undertaken by the Florida Department of Transportation. The project started in April 2013 and is scheduled to be completed in July 2015.

The City of Miami Beach has launched a free trolley service as part of a maintenance of traffic strategy, operated by Limousines of South Florida, Inc., that loops around Alton Road and West Avenue to help customers reach the approximate 300 shops and restaurants found along the trolley route which have been impacted by the construction project. The City entered into a Transportation Agreement with Limousines of South Florida, Inc. for maintenance and operations of a trolley system on January 31, 2014. On February 14, 2014, Limousines of South Florida was granted a Temporary Certificate to operate the City of Miami Beach trolley service for one hundred and twenty (120) days.

In July 1998, the Board approved Resolution R-1404-98 placing a moratorium on new PMC applications, with certain exceptions. One of the exceptions is a finding that the service is in the County's best interest. Approval of this application will allow the City of Miami Beach to continue providing the City's residents and visitors with a fare free trolley service while helping local businesses to mitigate the economic hardships that they have experienced due to the ongoing road closures and loss of parking along Alton Road and West Avenue. The certificate of transportation will only authorize contract carrier passenger motor carrier services as provided for in the Transportation Agreement between Limousines of South Florida, Inc. and the City of Miami Beach. The certificate will expire with the completion of the FDOT construction project. Based on this information, it is in the best interest of the County to approve this request to offer contract carrier service as described herein.



Jack Osterholt, Deputy Mayor




MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 3, 2014

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 3(B)(3)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(3)
6-3-14

RESOLUTION NO. _____

RESOLUTION APPROVING APPLICATION FOR ONE
CERTIFICATE OF TRANSPORTATION TO LIMOUSINES OF
SOUTH FLORIDA, INC. TO PROVIDE CONTRACT CARRIER
SERVICE AS A PASSENGER MOTOR CARRIER

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that in accordance with Chapter 31 of the Code, a Certificate of Transportation to provide contract carrier passenger motor carrier services as provided for in the Transportation Agreement (Attachment A) to Limousines of South Florida, Inc. is approved. This class of service is defined as any passenger motor carrier who is not a common carrier and who repeatedly or continuously transports persons for compensation under a written contract with one (1) or more persons.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Bruce Libhaber

AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA, AND LIMOUSINES OF SOUTH FLORIDA, INC., FOR MAINTENANCE AND OPERATIONS OF A CITY OF MIAMI BEACH TROLLEY SYSTEM FOR MUNICIPAL CIRCULATOR SERVICES (THE SYSTEM OR THE PROJECT)

THIS AGREEMENT, made and entered into on this 31st day of January, 2014 ("Effective Date"), by and between the CITY of Miami Beach, Florida, a municipal corporation located at 1700 Convention Center Drive, Miami Beach, Florida, 33139, (CITY), and LIMOUSINES OF SOUTH FLORIDA, INC., a wholly-owned subsidiary of Transportation America, Inc., having its offices at 2595 Northwest 38 Street, Miami, Florida, 33142 (CONTRACTOR).

Now, therefore, in consideration of the mutual covenants and obligations set forth herein, the CITY and CONTRACTOR hereby agree as follows:

1. CONTRACTOR shall perform and furnish all work, services, labor, materials and equipment, as are appropriate and necessary for CONTRACTOR'S operation, management, and maintenance of a turn-key first-class public trolley transportation system for the CITY (the Project or the System); all as more specifically set forth in the "Scope of Services" (the Services), attached and incorporated as Exhibit "A" hereto.

2. Following execution of this Agreement by the parties hereto, which shall be referenced as the Effective date above, CONTRACTOR shall commence performance of the Services upon the issuance of a Notice to Proceed by the CITY (the NTP), which NTP shall also be executed by both parties. CONTRACTOR hereby acknowledges that time is of the essence in the timely and continuous performance of the Services.

3. This Agreement shall have an initial term (the Term) of one (1) year, commencing upon the Effective Date. CITY, at its sole option and discretion, shall have the option to renew the Agreement for an additional six (6) month term, upon the same terms and conditions set forth herein, upon written notice to the CONTRACTOR.

4. As consideration to CONTRACTOR for providing the Services under this Agreement, CITY shall compensate CONTRACTOR on a monthly basis, based upon the following fixed hourly rate (the Fee), which has been negotiated and agreed to between the parties as follows:

- (i) Year 1 (Initial one year term): \$64.60 per operating hour, per trolley vehicle.
- (ii) Year 2 (six (6) month renewal term, if exercised by CITY): \$63.65 per operating hour, per trolley vehicle.

The aforesaid fixed hourly rate is based upon two (2) trolley vehicles, operating sixteen (16) hours per day, seven (7) days per week, 365 days per year.

CONTRACTOR'S Fee shall be inclusive of any and all costs incurred by CONTRACTOR in order to perform the Services under the Agreement in a first-class and timely manner. In the event that CONTRACTOR'S expenses and/or costs exceed the agreed upon Fee, CONTRACTOR shall pay any such excess from its own funds. The CITY shall not be required to pay any amount that exceeds the Fee, and CONTRACTOR shall have no claim against the CITY on account thereof.

5. Payment for Services, or portions thereof, satisfactory rendered and accepted by CITY shall be made to CONTRACTOR on a monthly basis. Upon receipt of an acceptable and approved invoice, including any required accompanying documentation (See Exhibit "A", "Submission of Invoices"), payment for Services (or portions thereof) shall be made within thirty (30) calendar days.

Invoices (and any required supporting documentation) shall be submitted to the CITY at the following address:

CITY of Miami Beach, Public Works Department
Transportation Division
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: Transportation Supervisor

6. Within five (5) calendar days following the Effective Date, CONTRACTOR shall submit to the CITY (and therefore maintain and keep in full force and effect throughout the period of time provided in Section 8.2 hereof) the required Surety Bond (the Bond), as further set forth in Section 8 hereof. If at any time during the Term the CITY determines, in its sole and reasonable discretion, that the amount of the Bond is unsatisfactory to adequately cover the performance of the Services, then CONTRACTOR shall, at its expense, and within five (5) calendar days after the receipt of notice from the CITY, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties, as shall be satisfactory to the CITY. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Services shall be furnished in manner and form satisfactory to the CITY.

7. *[Intentionally Deleted]*

8. Performance and Payment Bond

8.1 Within five (5) calendar days of the Effective Date, CONTRACTOR shall furnish a Surety Bond (the Bond) to the CITY, in the amount of \$300,000, guaranteeing to CITY the CONTRACTOR'S full and faithful performance of the Services during the Term. The Bond shall be with a Surety company meeting the qualifications described herein.

8.2 The Bond shall continue in effect for one and one half (1½) years after the end of the Term (or earlier termination of this Agreement, as the case may be).

8.3 The Bond must be executed by a surety company authorized to do business in the State of Florida as a surety, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five (5) years.

8.4 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current Revisions. The bonds shall be executed by a responsible corporate surety who has been given a B+; VI or higher rating by the most recent edition of A.M. Best's Insurance Guide and which is authorized to issue bonds in the State of Florida through an authorized agent with an office in Florida.

9. Contractor's Pre-Start Representation

9.1 CONTRACTOR represents and warrants to the CITY that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Project and the proposed Services; the Project area site conditions as they may affect or otherwise impact CONTRACTOR'S performance of the Services; and all federal, State and local (Miami-Dade and Miami Beach) laws, ordinances, resolutions, rules and regulations (the Applicable Laws) that may in any manner affect the Project and/or CONTRACTOR'S performance of the Services.

10. Starting the Project

10.1 CONTRACTOR shall commence performance of the Services upon issuance of the NTP by the CITY, in accordance with Section 2 hereof.

11. Liquidated damages

11.1 CONTRACTOR acknowledges that time is of the essence with respect to CONTRACTOR'S timely and continuous performance of the Services, and that upon failure of CONTRACTOR at any time during the Term to perform the Services within any time periods specified under this Agreement (including, without limitation, failing to timely and continuously comply with the required schedules and hours of operation for the Project), CONTRACTOR shall pay to the CITY the sum of **ONE HUNDRED DOLLARS PER HOUR, NOT TO EXCEED ONE THOUSAND DOLLARS PER DAY**, for each hour (and/or calendar day as the case may be) that the Services are not provided or delayed beyond the time specified in the Agreement, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the CITY as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to perform the Services on time. The above-stated liquidated

damages shall apply separately to each portion of the Services for which a time of completion is given. The CITY shall have the right to deduct from and retain out of moneys which may be then due (or which may become due and payable), to CONTRACTOR, the amount of such liquidated damages, and the CONTRACTOR shall pay in full such liquidated damages.

12. *[Intentionally Deleted]*

13. *[Intentionally Deleted]*

14. *Insurance*

14.1 *Contractor's Liability Insurance*

14.1.1 CONTRACTOR, at its sole cost and expense, shall provide and maintain in full force and effect throughout the Term, the following types of insurance coverage:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 combined single limit per occurrence, and \$2,000,000 general aggregate, for bodily injury and property damage. City of Miami Beach must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence, for bodily injury and property damage.
- D. Umbrella Liability, in an amount not less than \$5,000,000, to also include the City of Miami Beach as an additional insured. The umbrella coverage must be as broad as the primary General Liability coverage.

14.1.2 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the CITY Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" Issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

14.1.3 Certificates will indicate that no material modification, change or cancellation in such insurance shall be made without thirty (30) days in advance notice to the certificate holder, CITY of Miami Beach, by certified mail.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH

1700 CONVENTION CENTER DRIVE, 3rd FLOOR

MIAMI BEACH, FL 33139

14.1.3 All of the insurance coverages required in this Section shall also contain a provision including the indemnification language referenced in Section 15.7 hereof.

14.1.4 Prior to the commencement of the Services, CONTRACTOR will file with the CITY'S Department of Procurement Management, 1700 Convention Center Drive, Third Floor, CITY of Miami Beach, Florida, 33139, the required certificates of all insurance, required under this Section, demonstrating that all required coverage has been obtained, in the amount, form and manner required under this Section.

14.1.5 The CONTRACTOR agrees that if any part of the Services is sublet, it will require the subcontractor(s) to carry insurance as required in this Section, and that they will require such subcontractor(s) to furnish to it and the CITY insurance certificates in the same amounts, form and manner of the coverages required herein by the CITY for the CONTRACTOR.

14.1.6 If any insurance should be canceled or changed by the insurance company, or should any insurance expire during the Term, the CONTRACTOR shall be solely responsible for securing other acceptable insurance to provide the coverage specified in this Section, as necessary to maintain coverage during the Term.

14.1.7 Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Section, or under any other section of this Agreement (including, without limitation Section 15.7 hereof).

14.1.8 Each policy of insurance required to be carried under this Section shall contain (i) a provision that no act or omission of the CITY or CONTRACTOR shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained; (ii) an agreement by the insurer that such policy shall not be cancelled, modified, or denied renewal without at least thirty (30) days prior written notice to the CITY; and (iii) a waiver of subrogation by the insurer.

14.1.9 All insurance procured by CONTRACTOR in accordance with the requirement of this Section shall be primary over any insurance carried out by the CITY and not require contribution by the CITY. The terms of the insurance policies referred to herein shall preclude subrogation claims against CONTRACTOR, the CITY, and their respective officers, employees, agents, and contractors.

14.1.10 Should CONTRACTOR fail to obtain, maintain, or renew the policies of insurance referenced in this Section, in the required amounts and/or in the required form and manner, the CITY may, at its sole discretion, automatically terminate this Agreement for cause or, in the alternative, after at least seven (7) calendar days prior written notice to CONTRACTOR, and without CONTRACTOR obtaining, maintaining, or renewing such insurance, obtain such insurances, and any sums expended by the CITY in obtaining such insurance, shall be repaid by CONTRACTOR to CITY, plus ten percent (10%) of the amount of premiums paid to compensate CITY for its administrative costs. If CONTRACTOR fails to repay CITY'S expenditure within fifteen (15) calendar days of demand, the total sum owed shall accrue interest at the rate of twelve percent (12%) until paid or, at its option, the CITY may declare the Agreement in default pursuant to Section 19.1 hereof.

15. Contractor's Responsibilities

15.1 Concerning subcontractors

15.1.1 The CONTRACTOR will not employ or otherwise retain any subcontractor without the prior written of the CITY, which consent, if given at all, shall be at the CITY's sole option and discretion. CONTRACTOR shall not employ or otherwise retain any subcontractor against whom the CITY may have reasonable objection.

15.1.2 The CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractors to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement shall create any contractual relationship between CITY and any subcontractor (or other person or organization having a direct contract with CONTRACTOR), nor shall it create any obligation on the part of CITY to pay (or to see to payment of) any subcontractor (or other person or organization).

15.1.3 The CONTRACTOR agrees to specifically bind every subcontractor to the applicable terms and conditions of this Agreement for the benefit of the CITY.

15.1.4 All Services performed for the CONTRACTOR by a subcontractor shall be pursuant to an appropriate written agreement between the CONTRACTOR and the subcontractor.

15.1.5 The CONTRACTOR shall be solely responsible for the coordination of any work, services, equipment and/or materials performed and/or furnished by subcontractors.

15.1.5.1 The CITY will not undertake, nor have the obligation, to settle any differences between the CONTRACTOR and its subcontractors, or between subcontractors.

15.1.5.2 If, in the sole opinion and discretion of the CITY, any subcontractor proves to be incompetent or otherwise unsatisfactory, they shall be promptly replaced by the CONTRACTOR, if and when directed by the CITY in writing.

15.2 Laws and Regulations

15.2.1 The CONTRACTOR will give all notices and comply with all federal, State of Florida, Miami-Dade County, and CITY of Miami Beach laws, ordinances, resolutions, and rules and regulations applicable to the Services, and/or the Project (the Applicable Laws). If the CONTRACTOR observes that any Services, or any portion of the Project, are/is at variance therewith, it will give the CITY prompt written notice thereof. If the CONTRACTOR performs any Service knowing it to be contrary to Applicable Laws, and without such notice to the CITY, it will bear any and all liabilities, obligations, claims and/or costs arising therefrom.

15.3 Taxes

15.3.1 The CONTRACTOR shall be solely liable for payment of any applicable sales, use, and other taxes (the Impositions) in conjunction with the performance of the Services, whether or not such Impositions are imposed or assessed against CONTRACTOR or the CITY.

15.4 Safety and Protection

15.4.1 The CONTRACTOR will be solely responsible for initiating, maintaining, and supervising all safety precautions and programs, and will take any and all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

15.4.1.1 All employees, subcontractors, agents, and other persons, performing Services under this Agreement;

15.4.1.2 All equipment, materials, and personal property required for the performance of the Services including, without limitation, the System;

15.4.1.3 Any other property within the Project area including, without limitation, trees, lawns, and landscaping; sidewalks and other walkways; pavements, streets and roadways; structures; and utilities.

15.4.2 The CONTRACTOR will designate a responsible member of its organization whose duty shall be the prevention of accidents and shall provide the CITY with the name and contact information of such individual (or any successor) prior to commencement of the Services.

15.5 Emergencies

15.5.1 In emergencies affecting the safety of persons or property, the CONTRACTOR, without special instruction or authorization from the CITY, is obligated to act, at its reasonable discretion, to prevent threatened damage, injury, or loss. CONTRACTOR will give the CITY prompt written notice of any significant changes in the Services, or other deviations from this Agreement, caused thereby. If the CONTRACTOR believes that additional services performed by it in an emergency entitles it to additional compensation under this Agreement,

CONTRACTOR may make a claim therefore. Notwithstanding, the decision to reimburse and/or compensate the CONTRACTOR for any such claim shall be within the sole discretion and judgment of the CITY.

15.6 Public Convenience and Safety

15.6.1 The CONTRACTOR shall, at all times, perform the Services in such a manner as to insure the least practicable obstruction to public travel and shall use its best efforts to ensure the convenience of the general public and of the residents along and adjacent to the Project area and the areas of service.

15.7 Indemnification

15.7.1 CONTRACTOR shall indemnify, hold harmless and defend (with counsel approved by the CITY) the CITY, its officers, employees, agents, servants, and contractors, from and against any and all claims, liabilities, demands, causes of action, costs and expenses (including reasonable attorneys' fees at the trial and all levels of appeal) of whatsoever kind or nature (the "Claims") arising out of: (i) error, omission, negligent act, or willful misconduct of CONTRACTOR, its officers, employees, agents, servants, contractors, or subcontractors; (ii) any default by CONTRACTOR under this Agreement; or (iii) any other Claim arising directly or indirectly from the performance of the Services or the Project; provided, however, that there is expressly excluded from the forgoing obligations any Claims to the extent resulting solely from the gross negligence or willful misconduct of the CITY, its officers, employees, agents, servants, or contractors.

15.7.2 It is understood and agreed by CONTRACTOR that its liability to CITY, and/or to the CITY'S officers, employees, agents, servants, and contractors, under Section 15.7.1, shall not in any way be limited to or affected by the amount of insurance coverages required or carried by CONTRACTOR under this Agreement.

15.7.31 The provisions of Section 15.7.1 shall survive expiration or termination of this Agreement.

16. Employee Background Check Requirements

16.1 CONTRACTOR Shall comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, requiring that only those employees that have successfully passed the background screening required by the referenced statutes and that meet the standards established by the statutes, be allowed operate the trolleys. CONTRACTOR agrees that its failure to comply with the employee background check requirements established herein shall constitute a material breach of this Agreement for which the CITY reserves the right to terminate immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless the CITY, its officers and employees of any liability in the form of physical or mental injury, death or property damage

resulting in its failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

17. *[Intentionally Deleted]*

18. *[Intentionally Deleted]*

19. *Termination*

19.1 *Termination for Cause*

IF CONTRACTOR shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the CITY, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the CITY shall notify the CONTRACTOR of its violation of the particular term(s) of this Agreement, and shall grant CONTRACTOR seven (7) calendar days to cure such default. If such default remains uncured after seven (7) calendar days, the CITY may terminate this Agreement without further notice to CONTRACTOR. Upon termination, the CITY shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by any breach of the Agreement by the CONTRACTOR. The CITY, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the CITY'S right and remedies against CONTRACTOR. The CITY shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

19.2 *Termination for Convenience of the CITY*

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CONTRACTOR OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE CONTRACTOR OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, CONTRACTOR SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

19.3 Termination for Insolvency

The CITY also reserves the right to terminate the Agreement in the event the CONTRACTOR is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 19.2.

19.4 Contractor May Stop Service or Terminate

19.4.1 If the CITY fails to make any payment required to be made by CITY to CONTRACTOR under this Agreement as and when due, which continues for more than ten (10) calendar days after written notice from CONTRACTOR, the CONTRACTOR may terminate this Agreement by written notice to CITY. Upon termination, CONTRACTOR shall be entitled to recover from CITY any amounts owed by CITY to CONTRACTOR as of the termination date.

19.5 Removal of Equipment

19.5.1 In the case of termination of this Agreement, whether for cause or for convenience, and CONTRACTOR'S Services being terminated and discontinued as a result thereof, CONTRACTOR, upon notice from the CITY, shall promptly remove all of its personnel, equipment, and materials from the Project area. Should the CONTRACTOR not remove its equipment and materials, the CITY shall have the right to remove them at the expense of the CONTRACTOR.

19.6 Neither party shall be liable to the other for any indirect, incidental, special, or consequential damages, including lost profits or interruption of business.

20. Notices

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Consultant and the CITY listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO CONTRACTOR:

Limousines of South Florida, Inc.,
2595 Northwest 38 Street
Miami, Florida, 33142
Attn: Mark Levitt, Vice President

TO CITY:

CITY of Miami Beach, Public Works Department
Transportation Division
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: Transportation Supervisor

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the day on which personally served, or the day of receipt by either U.S. certified mail or overnight delivery.

21. *Waiver of Jury Trial*

21.1 CITY and CONTRACTOR knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement or the performance of the Service thereunder.

22. *Attorneys Fees/Jurisdiction/Venue/Governing Law*

22.1 The Agreement shall be construed in accordance with and governed by the law of the State of Florida.

22.2 The parties submit to the jurisdiction of any Florida State or federal court in any action or proceeding arising out of or relating to the Agreement. Venue of any action to enforce the Agreement shall be in Miami-Dade County, Florida.

22.3 If either the CITY or CONTRACTOR is required to enforce the terms of the Agreement by court proceedings, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorney's fees.

23. *Audits and Access to Records*

23.1 *Maintenance and Examination of Records*

CONTRACTOR shall maintain current, accurate, and complete financial records on an accrual basis of accounting related to the Project and the Services performed pursuant to this Agreement. Systems and procedures used to maintain these records shall include a system of internal controls and all accounting records shall be maintained in accordance with generally

accepted accounting principles and shall be open to inspection and audit, by the CITY or its authorized representatives, upon reasonable prior notice and during normal business hours. Such records and accounts shall include a breakdown of gross revenues, expenses, and profit and loss statements, and such records shall be maintained as would be required by an independent CPA in order to audit a statement of annual gross revenues and profit and loss statement pursuant to generally accepted accounting principles.

23.2 *Inspection and Audit.*

CONTRACTOR shall maintain its financial records pertaining to its operations for a period of three (3) years after the conclusion of the Term, and such records shall be open and available to the CITY or its authorized representatives, as deemed necessary by the CITY. CONTRACTOR shall maintain all such records at the office address set forth in the Notices section of this Agreement.

The CITY or its authorized representatives shall be entitled to audit any and all CONTRACTOR records pertaining to the Project and/or the Services, as often as it deems reasonably necessary throughout the Term, and three (3) times within the three (3) year period following termination of the Agreement, regardless of whether such termination results from the natural expiration of the Term or for any other reason. The CITY shall be responsible for paying all costs associated with such audits, unless the audit(s) reveals a deficiency of five percent (5%) or more in CONTRACTOR'S statement of gross receipts for any year or years audited, in which case the CONTRACTOR firm shall pay to the CITY, within thirty (30) days of the audit being deemed final (as specified below), the cost of the audit and a sum equal to the amount of the deficiency revealed by the audit, plus interest; provided, however, that the audit shall not be deemed final until CONTRACTOR has received the audit and has had a reasonable opportunity to review the audit and discuss the audit with the CITY. Nothing contained within this subsection shall preclude the CITY'S audit rights for resort tax collection purposes.

CONTRACTOR shall submit at the end of the Term, a certified audited annual statement of Gross Revenues for the Project, in a form consistent with generally accepted accounting principles. These statements will be provided by CONTRACTOR'S internal accounting or operating departments.

It is CONTRACTOR'S intent to stay informed of comments and suggestions by the CITY regarding CONTRACTOR'S performance under the Agreement. Within thirty (30) days after the end of the Term, CONTRACTOR and CITY may meet to review CONTRACTOR'S performance under the Agreement. At the meeting, CONTRACTOR and CITY may discuss quality, operational, maintenance and any other issues regarding CONTRACTOR'S performance under the Agreement.

23.3 The provisions of this Section 23 shall survive termination or expiration of this Agreement.

24. Miscellaneous

24.1 Assignment, Transfer or Subcontracting

Consultant shall not assign, or transfer or subcontract all or any portion of the Services under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

24.2 Equal Employment Opportunity

In connection with the performance of the Services, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, gender identity, sexual orientation, disability, marital and familial status, or age.

24.3 Conflict of Interest

The CONTRACTOR herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, and as may be amended from time to time; and by the CITY of Miami Beach Charter and Code (as same may be amended from time to time); both of which are incorporated by reference herein as if fully set forth herein.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirectly, which could conflict in any manner or degree with the performance of the Services. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the CONTRACTOR. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising there from.

24.4 Changes and Additions

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

24.5 Severability

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of

this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

24.7. *No Partnership or Joint Venture*

Nothing contained in this Agreement is intended to or shall be construed in any way to create or establish the relationship of partners of a joint venture between the CITY and CONTRACTOR. The relationship of CONTRACTOR and CITY is solely that of independent contractor. None of the officers, employees, agents, servants, contractors or subcontractors of CONTRACTOR (hereinafter, CONTRACTOR'S personnel) shall be, or be deemed to be, employees or agents of the CITY for any purpose whatsoever. CONTRACTOR assumes full responsibility for the actions of CONTRACTOR'S personnel and is solely responsible for their supervision, daily direction and control and, as applicable payment of fees, costs, (including withholding taxes and social security), worker's compensation, and disability benefits.

24.8 *No Third Party Beneficiaries*

This Agreement shall not be construed as giving any person, other than the parties hereto and their successors and permitted assigns, any legal or equitable right, remedy, or claim under or in respect of this Agreement or any of the provisions herein contained; this Agreement and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of such parties and their successors and benefitted assigned, and for the benefit of no other person or entity.

24.9 *No Waiver*

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

25. *Limitation of Liability*

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY'S liability for any cause of action, for money damages due to an alleged breach by the CITY of this Agreement, so that its liability for any such breach never exceeds the sum of \$100,000. CONTRACTOR hereby expresses its willingness to enter into this Agreement with CONTRACTOR'S recovery from the CITY for any damage action for breach of contract to be limited to a maximum amount of \$100,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, CONTRACTOR hereby agrees that the CITY shall not be liable to the CONTRACTOR for damages in an amount in excess of \$100,000 for any action or claim for breach of contract arising out of the

performance or non-performance of any obligations imposed upon the CITY by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the CITY's liability, as set forth in Section 768.28, Florida Statutes.

26. Entirety of Agreement

The CITY and CONTRACTOR agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA (CITY)

ATTEST:


CITY Clerk

BY:


Mayor

FOR CONTRACTOR:

LIMOUSINES OF SOUTH FLORIDA, INC.

ATTEST:

Secretary

BY:


President

Print Name


Print Name

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

15

20


City Attorney

2-3-14
Date

EXHIBIT "A"

Scope of Services (the Services)

CONTRACTOR agrees to provide all labor, materials, and equipment, as it deems necessary and advisable, in order to provide the City of Miami Beach with a first class, turn-key public trolley transportation system (the Project or the System).

The System shall consist of two (2) trolley vehicles, plus one (1) spare trolley vehicle, in accordance with the routes, schedules, and hours of operation established by the City herein; provided, however, that the City reserves the right, at its sole discretion and judgment, to modify such routes, schedules, and hours of operation at any time during the Term, upon written notice to CONTRACTOR. **SUCH MODIFICATIONS MAY BE MADE TO UP TO TWENTY PERCENT (20%) OF THE SPECIFIED VEHICLE SERVICE HOURS WITHOUT CHANGING THE FIXED HOURLY RATE ESTABLISHED HEREIN.**

Responsibility for CONTRACTOR'S day-to-day operation of the Project shall be vested in the CONTRACTOR'S full-time System Manager, who shall serve as the CONTRACTOR'S representative under this Agreement. In addition, an officer or senior management employee of CONTRACTOR shall be available to the City either by phone, electronic mail, or in person, to make decisions or provide coordination under this Agreement, as necessary.

The City reserves the right, at any time and as many times, during normal business hours, to inspect, examine, test, or monitor CONTRACTOR'S equipment (including, without limitation, the trolley vehicles) or facilities used in the Project or in connection with the performance of the Services. CONTRACTOR agrees that its equipment and facilities may be inspected, examined, tested, or monitored by the City or its authorized representatives, or by any Federal, State, or local officer or agency having responsibilities for inspections of the Project or the Services. CONTRACTOR hereby waives all claims against the City for compensation for loss or damage sustained by reason of any interference (which interference, if by the City, must be reasonable) with its operations by any public agency or official in enforcing their duties or any Applicable Laws. Any such interference (which interference, if by the City, must be reasonable) shall not relieve CONTRACTOR from any obligation from this Agreement.

Service Area Map and Proposed Trolley Route

Figure 1 depicts the proposed route for the System. The proposed route is intended to serve the Alton Road commercial corridor and the West Avenue residential/commercial corridor. The route is bounded by 5th Street on the south; Lincoln Road on the north; Alton Road on the east; and West Avenue on the west. The route is approximately two (2) miles in length and is proposed to have twenty-one (21) stop locations, including fifteen (15) existing Miami-Dade Transit (MDT) bus stops.

System Specifications

The System specifications are shown in Table 1 and Figure 2. (See Table 1 for Equipment and Service Specifications, and Figure 2 for Trolley Vehicle Dimensions). System vehicles must also meet the requirements of Florida Administrative Code 14-90. The System fleet must meet all local, state and federal regulations, including, but not limited to, Americans with Disabilities Act (ADA) requirements.

CONTRACTOR'S vehicles for use as temporary replacement in the System must also meet all System specifications.

Hours of Operation

The CONTRACTOR will operate the System according to the proposed service hours of operation established by the City in Table 1.

The CONTRACTOR shall not be held responsible for the failure to provide on-time service due to naturally occurring disasters.

Compensation/Payment

Basis of Compensation

Compensation under this Agreement shall be based upon the following fixed hourly rates, which - as negotiated between City and CONTRACTOR - are intended to be inclusive of any and all costs to be incurred by CONTRACTOR for its performance of the Services:

Year 1: \$64.60 per operating hour, per trolley vehicle; and

Year 2 (Optional at the City's sole discretion): \$63.65 per operating hour, per trolley vehicle.

The above rates are based upon two (2) trolley vehicles operating sixteen (16) hours per day, seven days per week, year-round, within the route depicted in Figure 1.

Submission of Invoices

Invoices and supporting documents for Services (or portions thereof) satisfactorily rendered for the previous month, shall be submitted by the 15th day of each month to the Transportation Division of the Public Works Department (Attention: Transportation Operations Supervisor), 1700 Convention Center Drive, 4th Floor, Miami Beach, FL 33139. Upon verification of the accuracy and completeness of the invoice and supporting documentation by the Transportation Coordinator, the invoice shall be forwarded for payment approval to the City.

- (a) Itemized monthly invoice. The CONTRACTOR shall submit, with the Monthly Summary Report, an itemized monthly invoice to the City for the Services, or portions thereof, rendered during the reporting period. Both the monthly invoice and the summary report shall be received by the 15th day of the subsequent month. The itemized invoice shall follow a format approved by the City.
- (b) Net amount due. The charge for Trolley Circulator Service minus the time scheduled vehicles were out of service shall be submitted as the amount due the CONTRACTOR. The City imposed liquidated damages, if any, shall be deducted from this amount.
- (c) Debits and credits. The itemized invoice shall be supported by documents as may be required by the City to establish that the amounts are allowable. Debits and credits shall be itemized so that the total required has an understandable base. Debits would include actual working days total per vehicle by hours, costs for extra runs beyond normal schedules (specify use, dates, and hours), and/or costs for extra operating hours caused by daylight savings time adjustments. Credits should be shown for out of service hours per vehicle.
- (d) Open records. All invoices and related records will be available for inspection and/or independent audit at the election of the City.
- (e) Payment will be made to CONTRACTOR as local funds are available to the City. Delays in reimbursement will require the CONTRACTOR to be able to finance operations until such time that funds are available and payments are made.

Exhibit "A-1"

Responsibilities of City of Miami Beach

Management

The City's Transportation Division of the Public Works Department will be responsible for administering the Agreement and monitoring and evaluating the Services. The City's Transportation Operations Supervisor shall be the City's contract administrator for the Project.

System Planning and Administration

The City will be responsible for route planning, and establishing schedules and hours of operations; productivity analysis; and marketing and promotion. The CONTRACTOR will provide input to assist the City in making determinations on these matters, as requested.

Coordination

The City will work with the CONTRACTOR to ensure that effective coordination is achieved among all public transportation services provided in the City of Miami Beach.

Advertising and Promotion

The City shall prepare, place, schedule, and pay for all advertising and promotional materials designed to inform the general public of service operations and to promote ridership.

The City shall prepare, print and provide to the CONTRACTOR all schedules and other materials required by service operations. The CONTRACTOR shall distribute and disseminate such materials.

Adjustments to Service

1. Adjustments to service shall be the sole prerogative of the City. The City expects to work closely with the CONTRACTOR on such modifications in order to provide efficient and responsive transit service.
2. The City will use reasonable efforts to notify the CONTRACTOR of any major service changes, at least thirty (30) days in advance.

3. No operational changes that affect the Services, routes, scheduling, hours of operation, frequency of service, or any other characteristics of the System shall be made by the CONTRACTOR without the prior written approval of the City.

Vehicles, Dispatching and Telephone Service, Complaints

The City shall utilize a systematic method for processing any telephone inquiries concerning the System schedule, hours of operation, routes, frequency, stops, fare (if applicable), accommodations, etc. Complaints received by the CONTRACTOR shall be logged and forwarded to the City's Transportation Operations Supervisor and the CONTRACTOR'S representative with a response provided no later than two (2) business days after the receipt of the complaint.

Safety and Security Program Plan

The City shall develop (prior to Services commencement) and provide to CONTRACTOR a Safety and Security Program Plan which will include attendance to periodic safety meetings, participation in safety organizations, offering safety incentives to CONTRACTOR, and participation in risk management activities under the auspices of the CONTRACTOR'S insurance carrier or other organization.

Exhibit "A-2"

CONTRACTOR Responsibilities

General Responsibilities

1. The CONTRACTOR will obtain and provide all required state and local vehicle permits and license plates and ensure that all drivers are properly licensed. The CONTRACTOR must also have all applicable state and local business licenses or procure same prior to the start of service.
2. The CONTRACTOR shall bear all operating expenses incidental to the use and operation of the System vehicles (including, without limitation, the trolleys). All System vehicles shall be operated and maintained to comply with all local, state, and federal regulations.
3. The CONTRACTOR shall give the City the unfettered right and privilege to inspect System vehicles at CONTRACTOR'S premises whenever, and as frequently as, the City determines such inspection to be necessary.
4. The CONTRACTOR shall be liable for any penalties, whether imposed on CONTRACTOR or imposed on the City, by local, state, and federal agencies due to the CONTRACTOR'S failure to obtain the proper System vehicle license, or operate and maintain the vehicles in accordance with local, state, and federal regulations.
5. The CONTRACTOR shall be responsible for the performance, acts, and/or omissions of its employees, subcontractors, and/or agents.
6. The CONTRACTOR shall be responsible for payment of all employees' and/or subcontractors' wages and benefits. The CONTRACTOR's personnel wages and work hours shall be in accordance with applicable local and state regulations affecting such personnel.
7. Dispatch personnel shall be bilingual (English and Spanish) and trained for the special needs of elderly and disabled individuals and shall respond to questions concerning the service with both sensitivity and efficiency.
8. The CONTRACTOR shall be responsible for meeting any performance standards established by the City.

Vehicle Operators (Drivers)

1. Vehicle operators (also referred to herein as Drivers) must have a valid Florida CDL (chauffeurs or commercial) driver's license as well as any other licenses required by applicable federal, state, and local regulations.
2. Vehicle operators must have a medical examination certificate and pass drug testing. A vehicle operator who does not pass the medical and drug examination shall not be permitted to operate a vehicle.
3. Vehicle operators shall be trained in all operational procedures relating to the System, including thorough knowledge of the service area street network and points of destination/interest along or in close proximity to the route.

4. Drivers shall be fully trained in defensive driving and vehicle handling.
5. Drivers shall be trained in the special skills required to provide transportation to elderly and disabled individuals.
6. Drivers shall be trained to understand and practice the high quality of service required by the City, and expected of a first-class System.
7. Drivers shall assist passengers confined to wheelchairs in boarding and shall perform the tie downs.
8. Drivers shall be trained to operate all types of vehicles (including reserve vehicles owned by the CONTRACTOR) in service, wheelchair lifts, and secureness systems, and other equipment that they may be expected to use during service hours.
9. Drivers shall be available and on-time daily to ensure consistent and reliable service.
10. No vehicle operator shall take lunch hour or breaks inside or close by his/her vehicle.
11. Drivers shall be groomed appropriately and be in a uniform acceptable to the City.
12. Drivers shall wear identification tags clearly displaying their first name while performing their duties.
13. Each Driver and vehicle shall have an accurate timepiece available and in clear sight at all times during vehicle operation.
14. Drivers are required to have a thorough knowledge of traffic regulations along the route and the schedule time points.
15. Drivers need to be sensitive to ridership comforts, such as the interior temperature on their respective vehicle, cleanliness of vehicles, etc.
16. Drivers shall effectively respond to questions concerning the trolley service with courtesy, sensitivity and professionalism.
17. Drivers shall not transport any animal, except seeing-eye dogs and special companion assistant dogs.
18. Drivers shall demonstrate excellent customer service, courtesy, professionalism, high ethical standards, helpfulness, and safe driving habits.
19. Drivers and dispatchers shall accurately complete and submit the required operating reports daily.
20. Drivers shall communicate events (emergency and non-emergency) and passenger counts through usual and customary logging/reporting procedures.
21. Drivers shall log and report all events that jeopardize the safety of passengers or impede vehicle movement pursuant to the Accident and Incident Procedures described herein.

All Personnel

1. All personnel assigned to this Project shall be knowledgeable of the System, routes, schedule, hours of operation, etc.
2. All Project personnel shall maintain a professional, courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Discourtesy, rudeness, or the use of profanity will not be tolerated and shall be grounds for immediate removal of the offending employee from performing work on the Project.

3. All personnel shall be required to attend quality/safety workshops as required by the City, up to a maximum of eight (8) hours per year, per employee. Certification of training shall be presented to the City on an annual basis.
4. The CONTRACTOR shall provide its employees with manuals related to personnel policies and procedures, and maintain an employee acknowledgment file with employee signature indicating they have read and fully understand its contents.

Minimum Performance Standards

The CONTRACTOR shall use its best efforts to provide first-class Services, in a manner that will maximize productivity and, at the same time maximize customer service; never losing sight of the specific performance standards set by the City. The CONTRACTOR shall take all reasonable actions requested by the City to promptly correct any deficiencies in performance. The CONTRACTOR and the City shall meet periodically to evaluate the Services, based upon the performance standards established by the City. The following minimum performance standards are agreed to between CONTRACTOR and City for the initial term of the Agreement:

Reliability:

- <2% missed trips
- 95% on-time performance (no more than 5 minutes late at any stop location).

Cleanliness:

- Daily cleaning of interior of vehicle, including floor, seats, windows, handlebars, and applying atomizers to neutralize any foul odors, 100 % of the time.
- Twice a month detailing of interior, including insect extermination, removing gum stains and foul odors, 100% of the time.
- Weekly cleaning of exterior of vehicle, including windows and tires, 100% of the time.
- Graffiti removal within 24 hours, 100% of the time.

Equipment Malfunction:

- Repairs of any malfunctioning equipment related to vehicle or passenger safety shall result in immediate vehicle out-of-service with notice to the City within two (2) hours, 100% of the time.
- If no parts need to be ordered, repairs shall occur within two (2) business days (48 hours), 95% of the time.
- If parts are required, orders shall be placed within 24 hours and repairs shall be performed within 24 hours of receipt of required parts.

Customer service

- Respond to customer complaint within 48 hours, 95% of the time.
- Drivers properly uniformed (no sandals) and groomed, 100% of the time.

Discrepancies In Parking Validation Vouchers (if applicable)

- Reconciliation of any and all Parking Validation Vouchers, 100% of the time.

Maintenance, Cleaning, and Repairs

THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ENSURING THAT ALL SYSTEM VEHICLES USED IN CONNECTION WITH THE PROJECT SHALL AT ALL TIMES BE MAINTAINED AT THE HIGHEST LEVELS AND IN A MANNER THAT IS CONSISTENT WITH GOOD BUSINESS PRACTICES AND THE STANDARDS FOR CONDITION AND QUALITY, COMMENSURATE WITH A FIRST-CLASS PUBLIC TROLLEY TRANSPORTATION SYSTEM. NOTWITHSTANDING THE PRECEDING, CONTRACTOR SHALL, AT A MINIMUM, ENSURE THAT ALL VEHICLES ARE WELL MAINTAINED, SAFE, AND FULLY OPERABLE IN ACCORDANCE WITH THE HIGHEST STANDARDS OF CARE AND SHALL PROVIDE THE FOLLOWING:

- VEHICLE MAINTENANCE AND REPAIR (INCLUDING, WITHOUT LIMITATION, ALL PREVENTIVE MAINTENANCE, AS WELL AS EMERGENCY MAINTENANCE SUCH AS DEAD BATTERIES, FLAT TIRES, ETC); AND
- INTERIOR AND EXTERIOR CLEANING.

CONTRACTOR shall provide all labor, parts and materials necessary to keep the vehicles clean at all times; CONTRACTOR shall wash the exteriors of the vehicles, including support vehicles, at least weekly, and shall clean the interiors of the vehicles daily by picking up all litter, and sweeping the floors. CONTRACTOR shall mop vehicle floors and clean all other interior items including indoors of the windows, if required; provided, however, that at a minimum, CONTRACTOR shall mop vehicle floors and clean all other interior items including indoors of the windows, at least once weekly.

The CONTRACTOR shall immediately report and repair any damage to the interior or exterior of vehicle(s). If a vehicle is damaged, the CONTRACTOR shall retire that vehicle from service as soon as practicable and a spare vehicle shall be immediately dispatched to service the route. Exterior damage to vehicle(s) due to collisions, scratches, and graffiti markings shall be repaired within 24 hours.

CONTRACTOR shall not permit the use of any vehicle, in a state of repair that violates any Applicable Laws. Vehicles may only be driven and/or parked in areas designated for such purposes and as provided for under this Agreement and pursuant to Applicable Laws.

The City, and/or its officers, employees, agents, and/or contractors shall not be responsible or liable for any damage to CONTRACTOR'S vehicles. CONTRACTOR shall be responsible for and provide reasonable security measures which may be required to protect the vehicles. Under no circumstances shall the City be responsible for any stolen or damaged goods, facilities, materials, and/or other equipment including, but not limited to, the vehicles, nor shall City be responsible for any stolen or damaged personal property of CONTRACTOR'S employees, contractors, subcontractors, agents, vendors, patrons, guests, invitees, and/or any other third parties.

Fare Collection

Should the City opt to charge fares for the trolley service, all fares collected shall be the property of the City and the City will enact procedures to control the fare box collection, auditing, etc.

Safety and Security Program Plan

The CONTRACTOR shall adhere to the City's a Safety and Security Program Plan, and shall assist the City with periodic updates of such Plan.

The CONTRACTOR will require all drivers, dispatch personnel, vehicle maintenance mechanics, and supervisors to participate in the Safety and Security Program.

The CONTRACTOR shall comply with all applicable State of Florida Department of Transportation requirements, Florida Administrative Code 14-90, and all other applicable federal, State, and local safety requirements.

Road Supervision

The CONTRACTOR shall provide road supervision as required to monitor drivers, vehicles, quality of service, and adherence to all established routes, headways and schedules, and to respond to emergency service calls.

Accident and Incident Procedures

The CONTRACTOR shall develop, implement, and maintain procedures to respond to all accidents, disturbances, passenger injuries/fatalities, and any other service interruptions/failures. These shall be reported to the City in a timely manner.

All traffic accidents involving System vehicles, irrespective of injury, shall be immediately reported to the City of Miami Beach Police Department. The CONTRACTOR will advise such agency of the accident and request a police unit to investigate the accident.

The CONTRACTOR operating a trolley vehicle shall give the City's Transportation Operations Supervisor immediate verbal and subsequent written notice of the following events:

- A fatality, where an individual is confirmed dead within thirty (30) days of a transit accident, excluding suicides and deaths from illnesses;
- Injuries requiring immediate medical attention away from the scene for one or more individuals;
- Property damage to trolley vehicles, transit system vehicles other than trolleys, other trolley system property or facilities, or any other property. The City's Transportation Operations Supervisor shall have discretion to investigate events resulting in property damage less than \$1,000;
- Evacuation of a trolley vehicle due to a life-safety event where there is imminent danger to passengers on the trolley vehicle(s), excluding evacuations due to operational issues.

Immediate notice of all above-referenced events/accidents is required and such notice shall not be delayed for more than one (1) business day. These notices, at a minimum, shall include the date, time, location of the occurrence and the appropriate number of persons killed or injured. The person making the notification must provide his or her name and title, the trolley number involved and state where he or she can be reached for further details. In addition, the person must supply any additional information requested. The CONTRACTOR must ensure the physical evidence of the accident scene is properly documented prior to the scene being cleared. Immediate notice of the above occurrences shall be reported by telephone. Immediate notice of all said accidents is required, but in no instance shall the notice be delayed for more than two (2) hours.

A written notice shall be submitted to the City, unless otherwise specified by the City, within two (2) business days (48 hours) of the occurrence for all fatal accidents and all injury accidents which result in injuries to one (1) or more passengers, on the form entitled "Trolley Operator Accident Report" which is set forth in the System Safety and Security Program Plan.

The CONTRACTOR shall assist the City in documenting accidents and incidents. Report shall meet all applicable FDOT and F.A.C. Chapter 14-90 reporting requirements.

Emergencies - Natural Disasters

In the event of an emergency or natural disaster, the CONTRACTOR shall make available, to the maximum extent possible, transportation and communications services and facilities to assist the City in ameliorating such incidents. To the extent the City requires the CONTRACTOR to

provide such emergency services, the CONTRACTOR shall be relieved of the obligation to fulfill the duties and responsibilities to operate the System.

Contractor's Facilities

The following facilities shall be provided by CONTRACTOR to effectively manage and operate the System:

- A dispatch room and supervisor station
- Facility for setup of maintenance and secure storage of the vehicles after hours.
- Storage for the CONTRACTOR'S vehicle maintenance equipment (including cleaning supplies)
- Fueling facilities to provide a dedicated source of fuel available in emergencies
- Break room for drivers and staff
- Restroom facilities

Records and Reporting

Minimum Reporting Requirements

The CONTRACTOR shall provide a Monthly Passenger Count Summary Report and Monthly Summary Reports to the Transportation Operations Supervisor of the City in conjunction with submittal of its monthly invoices for payment. The format to be used for operating reports and monthly summaries shall be developed by the CONTRACTOR and approved by the Transportation Operations Supervisor of the City. Said monthly reports shall be submitted no later than the 15th calendar day of the following month, as part of CONTRACTOR'S invoices for payment. Monthly report figures shall coincide with daily trip sheet totals for the month and shall be broken down on a weekly basis (from Sunday to Saturday). The CONTRACTOR shall certify as accurate all information given to the City.

Daily Records/Reports

- (a) Telephone Report: The City shall be notified via phone any change of vehicle and/or driver, special runs, interruption of service due to inclement weather, out-of-service vehicles, emergencies and accidents.
- (b) Daily driver logs will be used by each shift of operators, a copy of which is to be submitted to the City on a weekly basis. The log is the source document for use in determining the total miles, number of passengers (manually counted) and passenger categories. Missed miles and missed trips will be determined from the log by comparing actual daily miles entered into the log against predetermined daily total miles for each vehicle.

- (c) Daily dispatcher logs shall include, but not be limited to, the following information: number of incoming calls, type of information requested (restaurants, shops, entertainment, fares, schedule, stop locations, etc.).
- (d) Fare box revenue (if applicable) shall be recorded daily and a copy submitted to the City with the Monthly Summary Report.

Monthly Summary Reports

The CONTRACTOR shall prepare and submit to the Transportation Operations Supervisor of the City a monthly summary report within fifteen (15) calendar days after the end of the operating month, which shall be submitted along with CONTRACTOR'S invoices for payment (as one of the required documents thereto). Monthly Summary Reports shall include, but not be limited to:

- (a) Vehicle Total Service Hours and Miles: Monthly report figures shall coincide with daily trip sheet totals for the month, by Route.
- (b) Total Ridership: Monthly totals of the number of passengers carried, by Route.
- (c) Total Passenger Revenue Summary (if applicable): Amount of fares/coupons collected, by Route.
- (d) Service Break Summary: Vehicle out-of-service, operational problems, breakdowns, missed trips and delays over fifteen (15) minutes.
- (e) Complaints and Compliments: passenger complaints and compliments collected by the City and description of any action taken regarding complaints. Passenger complaints related to safety or serious operational deficiencies shall be reported to the CONTRACTOR by the City no later than the next workday following the City's receipt of complaint.
- (f) Vehicle Condition Summary: mileage (month, year to date, total), fuel and oil consumption (miles per unit), accidents, preventive maintenance and inspection program (actual vs. program), summary of major component rebuilding/repairs made, by Vehicle.
- (g) Equipment Status Summary: all other City-owned equipment.
- (h) General Summary: all other issues, evaluations, suggestions for improvements.
- (i) Pass and Ticket Sales Report (if applicable): number of tickets and passes sold by each vendor over the last month.
- (j) Reports for the Trolley Circulator Service shall be detailed by day and tabulated for the month.
- (k) The Summary Report shall also include a recap of the service, summary statistics for current month, year-to-date, same month last year (when applicable) and percent change from last year for total system (if applicable). Spreadsheet type graph(s) of trends in ridership, passengers per vehicle hour, and service quality measures shall be developed. It shall also include problems with service/personnel/accidents, and solutions proposed for the problems.

Yearly Summary Reports

Yearly Summary Report for Trolley Circulator Service shall include, but not be limited to, miles, hours, passengers and costs itemized by month for each service, including fare box collections (if applicable).

Accidents Reports

(See Accident and Incident Procedures)

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EXHIBIT "A"

Scope of Services (the Services)

CONTRACTOR agrees to provide all labor, materials, and equipment, as it deems necessary and advisable, in order to provide the City of Miami Beach with a first class, turn-key public trolley transportation system (the Project or the System).

The System shall consist of two (2) trolley vehicles, plus one (1) spare trolley vehicle, in accordance with the routes, schedules, and hours of operation established by the City herein; provided, however, that the City reserves the right, at its sole discretion and judgment, to modify such routes, schedules, and hours of operation at any time during the Term, upon written notice to CONTRACTOR. **SUCH MODIFICATIONS MAY BE MADE TO UP TO TWENTY PERCENT (20%) OF THE SPECIFIED VEHICLE SERVICE HOURS WITHOUT CHANGING THE FIXED HOURLY RATE ESTABLISHED HEREIN.**

Responsibility for CONTRACTOR'S day-to-day operation of the Project shall be vested in the CONTRACTOR'S full-time System Manager, who shall serve as the CONTRACTOR'S representative under this Agreement. In addition, an officer or senior management employee of CONTRACTOR shall be available to the City either by phone, electronic mail, or in person, to make decisions or provide coordination under this Agreement, as necessary.

The City reserves the right, at any time and as many times, during normal business hours, to inspect, examine, test, or monitor CONTRACTOR'S equipment (including, without limitation, the trolley vehicles) or facilities used in the Project or in connection with the performance of the Services. CONTRACTOR agrees that its equipment and facilities may be inspected, examined, tested, or monitored by the City or its authorized representatives, or by any Federal, State, or local officer or agency having responsibilities for inspections of the Project or the Services. CONTRACTOR hereby waives all claims against the City for compensation for loss or damage sustained by reason of any interference (which interference, if by the City, must be reasonable) with its operations by any public agency or official in enforcing their duties or any Applicable Laws. Any such interference (which interference, if by the City, must be reasonable) shall not relieve CONTRACTOR from any obligation from this Agreement.

Service Area Map and Proposed Trolley Route

Figure 1 depicts the proposed route for the System. The proposed route is intended to serve the Alton Road commercial corridor and the West Avenue residential/commercial corridor. The route is bounded by 5th Street on the south; Lincoln Road on the north; Alton Road on the east; and West Avenue on the west. The route is approximately two (2) miles in length and is proposed to have twenty-one (21) stop locations, including fifteen (15) existing Miami-Dade Transit (MDT) bus stops.

System Specifications

The System specifications are shown in Table 1 and Figure 2. (See Table 1 for Equipment and Service Specifications, and Figure 2 for Trolley Vehicle Dimensions). System vehicles must also meet the requirements of Florida Administrative Code 14-90. The System fleet must meet all local, state and federal regulations, including, but not limited to, Americans with Disabilities Act (ADA) requirements.

CONTRACTOR'S vehicles for use as temporary replacement in the System must also meet all System specifications.

Hours of Operation

The CONTRACTOR will operate the System according to the proposed service hours of operation established by the City in Table 1.

The CONTRACTOR shall not be held responsible for the failure to provide on-time service due to naturally occurring disasters.

Compensation/Payment

Basis of Compensation

Compensation under this Agreement shall be based upon the following fixed hourly rates, which - as negotiated between City and CONTRACTOR - are intended to be inclusive of any and all costs to be incurred by CONTRACTOR for its performance of the Services:

Year 1: \$64.60 per operating hour, per trolley vehicle, and

Year 2 (Optional at the City's sole discretion): \$63.65 per operating hour, per trolley vehicle.

The above rates are based upon two (2) trolley vehicles operating sixteen (16) hours per day, seven days per week, year-round, within the route depicted in Figure 1.

Submission of Invoices

Invoices and supporting documents for Services (or portions thereof) satisfactorily rendered for the previous month, shall be submitted by the 15th day of each month to the Transportation Division of the Public Works Department (Attention: Transportation Operations Supervisor), 1700 Convention Center Drive, 4th Floor, Miami Beach, FL 33139. Upon verification of the accuracy and completeness of the invoice and supporting documentation by the Transportation Coordinator, the invoice shall be forwarded for payment approval to the City.

- (a) Itemized monthly invoice. The CONTRACTOR shall submit, with the Monthly Summary Report, an itemized monthly invoice to the City for the Services, or portions thereof, rendered during the reporting period. Both the monthly invoice and the summary report shall be received by the 15th day of the subsequent month. The itemized invoice shall follow a format approved by the City.
- (b) Net amount due. The charge for Trolley Circulator Service minus the time scheduled vehicles were out of service shall be submitted as the amount due the CONTRACTOR. The City imposed liquidated damages, if any, shall be deducted from this amount.
- (c) Debits and credits. The itemized invoice shall be supported by documents as may be required by the City to establish that the amounts are allowable. Debits and credits shall be itemized so that the total required has an understandable base. Debits would include actual working days total per vehicle by hours, costs for extra runs beyond normal schedules (specify use, dates, and hours), and/or costs for extra operating hours caused by daylight savings time adjustments. Credits should be shown for out of service hours per vehicle.
- (d) Open records. All invoices and related records will be available for inspection and/or independent audit at the election of the City.
- (e) Payment will be made to CONTRACTOR as local funds are available to the City. Delays in reimbursement will require the CONTRACTOR to be able to finance operations until such time that funds are available and payments are made.

Exhibit "A-1"

Responsibilities of City of Miami Beach

Management

The City's Transportation Division of the Public Works Department will be responsible for administering the Agreement and monitoring and evaluating the Services. The City's Transportation Operations Supervisor shall be the City's contract administrator for the Project.

System Planning and Administration

The City will be responsible for route planning, and establishing schedules and hours of operations; productivity analysis; and marketing and promotion. The CONTRACTOR will provide input to assist the City in making determinations on these matters, as requested.

Coordination

The City will work with the CONTRACTOR to ensure that effective coordination is achieved among all public transportation services provided in the City of Miami Beach.

Advertising and Promotion

The City shall prepare, place, schedule, and pay for all advertising and promotional materials designed to inform the general public of service operations and to promote ridership.

The City shall prepare, print and provide to the CONTRACTOR all schedules and other materials required by service operations. The CONTRACTOR shall distribute and disseminate such materials.

Adjustments to Service

1. Adjustments to service shall be the sole prerogative of the City. The City expects to work closely with the CONTRACTOR on such modifications in order to provide efficient and responsive transit service.
2. The City will use reasonable efforts to notify the CONTRACTOR of any major service changes, at least thirty (30) days in advance.

3. No operational changes that affect the Services, routes, scheduling, hours of operation, frequency of service, or any other characteristics of the System shall be made by the CONTRACTOR without the prior written approval of the City.

Vehicles, Dispatching and Telephone Service, Complaints

The City shall utilize a systematic method for processing any telephone inquiries concerning the System schedule, hours of operation, routes, frequency, stops, fare (if applicable), accommodations, etc. Complaints received by the CONTRACTOR shall be logged and forwarded to the City's Transportation Operations Supervisor and the CONTRACTOR'S representative with a response provided no later than two (2) business days after the receipt of the complaint.

Safety and Security Program Plan

The City shall develop (prior to Services commencement) and provide to CONTRACTOR a Safety and Security Program Plan which will include attendance to periodic safety meetings, participation in safety organizations, offering safety incentives to CONTRACTOR, and participation in risk management activities under the auspices of the CONTRACTOR'S insurance carrier or other organization.

Exhibit "A-2"

CONTRACTOR Responsibilities

General Responsibilities

1. The CONTRACTOR will obtain and provide all required state and local vehicle permits and license plates and ensure that all drivers are properly licensed. The CONTRACTOR must also have all applicable state and local business licenses or procure same prior to the start of service.
2. The CONTRACTOR shall bear all operating expenses incidental to the use and operation of the System vehicles (including, without limitation, the trolleys). All System vehicles shall be operated and maintained to comply with all local, state, and federal regulations.
3. The CONTRACTOR shall give the City the unfettered right and privilege to inspect System vehicles at CONTRACTOR'S premises whenever, and as frequently as, the City determines such inspection to be necessary.
4. The CONTRACTOR shall be liable for any penalties, whether imposed on CONTRACTOR or imposed on the City, by local, state, and federal agencies due to the CONTRACTOR'S failure to obtain the proper System vehicle license, or operate and maintain the vehicles in accordance with local, state, and federal regulations.
5. The CONTRACTOR shall be responsible for the performance, acts, and/or omissions of its employees, subcontractors, and/or agents.
6. The CONTRACTOR shall be responsible for payment of all employees' and/or subcontractors' wages and benefits. The CONTRACTOR's personnel wages and work hours shall be in accordance with applicable local, and state regulations affecting such personnel.
7. Dispatch personnel shall be bilingual (English and Spanish) and trained for the special needs of elderly and disabled individuals and shall respond to questions concerning the service with both sensitivity and efficiency.
8. The CONTRACTOR shall be responsible for meeting any performance standards established by the City.

Vehicle Operators (Drivers)

1. Vehicle operators (also referred to herein as Drivers) must have a valid Florida CDL (chauffeurs or commercial) driver's license as well as any other licenses required by applicable federal, state, and local regulations.
2. Vehicle operators must have a medical examination certificate and pass drug testing. A vehicle operator who does not pass the medical and drug examination shall not be permitted to operate a vehicle.
3. Vehicle operators shall be trained in all operational procedures relating to the System, including thorough knowledge of the service area street network and points of destination/interest along or in close proximity to the route.

4. Drivers shall be fully trained in defensive driving and vehicle handling.
5. Drivers shall be trained in the special skills required to provide transportation to elderly and disabled individuals.
6. Drivers shall be trained to understand and practice the high quality of service required by the City, and expected of a first-class System.
7. Drivers shall assist passengers confined to wheelchairs in boarding and shall perform the tie downs.
8. Drivers shall be trained to operate all types of vehicles (including reserve vehicles owned by the CONTRACTOR) in service, wheelchair lifts, and secureness systems, and other equipment that they may be expected to use during service hours.
9. Drivers shall be available and on-time daily to ensure consistent and reliable service.
10. No vehicle operator shall take lunch hour or breaks inside or close by his/her vehicle.
11. Drivers shall be groomed appropriately and be in a uniform acceptable to the City.
12. Drivers shall wear identification tags clearly displaying their first name while performing their duties.
13. Each Driver and vehicle shall have an accurate timepiece available and in clear sight at all times during vehicle operation.
14. Drivers are required to have a thorough knowledge of traffic regulations along the route and the schedule time points.
15. Drivers need to be sensitive to ridership comforts, such as the interior temperature on their respective vehicle, cleanliness of vehicles, etc.
16. Drivers shall effectively respond to questions concerning the trolley service with courtesy, sensitivity and professionalism.
17. Drivers shall not transport any animal, except seeing-eye dogs and special companion assistant dogs.
18. Drivers shall demonstrate excellent customer service, courtesy, professionalism, high ethical standards, helpfulness, and safe driving habits.
19. Drivers and dispatchers shall accurately complete and submit the required operating reports daily.
20. Drivers shall communicate events (emergency and non-emergency) and passenger counts through usual and customary logging/reporting procedures.
21. Drivers shall log and report all events that jeopardize the safety of passengers or impede vehicle movement pursuant to the Accident and Incident Procedures described herein.

All Personnel

1. All personnel assigned to this Project shall be knowledgeable of the System, routes, schedule, hours of operation, etc.
2. All Project personnel shall maintain a professional, courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Discourtesy, rudeness, or the use of profanity will not be tolerated and shall be grounds for immediate removal of the offending employee from performing work on the Project.

3. All personnel shall be required to attend quality/safety workshops as required by the City, up to a maximum of eight (8) hours per year, per employee. Certification of training shall be presented to the City on an annual basis.
4. The CONTRACTOR shall provide its employees with manuals related to personnel policies and procedures, and maintain an employee acknowledgment file with employee signature indicating they have read and fully understand its contents.

Minimum Performance Standards

The CONTRACTOR shall use its best efforts to provide first-class Services, in a manner that will maximize productivity and, at the same time maximize customer service; never losing sight of the specific performance standards set by the City. The CONTRACTOR shall take all reasonable actions requested by the City to promptly correct any deficiencies in performance. The CONTRACTOR and the City shall meet periodically to evaluate the Services, based upon the performance standards established by the City. The following minimum performance standards are agreed to between CONTRACTOR and City for the initial term of the Agreement:

Reliability:

- <2% missed trips
- 95% on-time performance (no more than 5 minutes late at any stop location).

Cleanliness:

- Daily cleaning of interior of vehicle, including floor, seats, windows, handlebars, and applying atomizers to neutralize any foul odors, 100 % of the time.
- Twice a month detailing of interior, including insect extermination, removing gum stains and foul odors, 100% of the time.
- Weekly cleaning of exterior of vehicle, including windows and tires, 100% of the time.
- Graffiti removal within 24 hours, 100% of the time.

Equipment Malfunction:

- Repairs of any malfunctioning equipment related to vehicle or passenger safety shall result in immediate vehicle out-of-service with notice to the City within two (2) hours, 100% of the time.
- If no parts need to be ordered, repairs shall occur within two (2) business days (48 hours), 95% of the time.
- If parts are required, orders shall be placed within 24 hours and repairs shall be performed within 24 hours of receipt of required parts.

Customer service

- Respond to customer complaint within 48 hours, 95% of the time.
- Drivers properly uniformed (no sandals) and groomed, 100% of the time.

Discrepancies in Parking Validation Vouchers (if applicable)

- Reconciliation of any and all Parking Validation Vouchers, 100% of the time.

Maintenance, Cleaning, and Repairs

THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ENSURING THAT ALL SYSTEM VEHICLES USED IN CONNECTION WITH THE PROJECT SHALL AT ALL TIMES BE MAINTAINED AT THE HIGHEST LEVELS AND IN A MANNER THAT IS CONSISTENT WITH GOOD BUSINESS PRACTICES AND THE STANDARDS FOR CONDITION AND QUALITY, COMMENSURATE WITH A FIRST-CLASS PUBLIC TROLLEY TRANSPORTATION SYSTEM. NOTWITHSTANDING THE PRECEDING, CONTRACTOR SHALL, AT A MINIMUM, ENSURE THAT ALL VEHICLES ARE WELL MAINTAINED, SAFE, AND FULLY OPERABLE IN ACCORDANCE WITH THE HIGHEST STANDARDS OF CARE AND SHALL PROVIDE THE FOLLOWING:

- VEHICLE MAINTENANCE AND REPAIR (INCLUDING, WITHOUT LIMITATION, ALL PREVENTIVE MAINTENANCE, AS WELL AS EMERGENCY MAINTENANCE SUCH AS DEAD BATTERIES, FLAT TIRES, ETC); AND
- INTERIOR AND EXTERIOR CLEANING.

CONTRACTOR shall provide all labor, parts and materials necessary to keep the vehicles clean at all times. CONTRACTOR shall wash the exteriors of the vehicles, including support vehicles, at least weekly, and shall clean the interiors of the vehicles daily by picking up all litter, and sweeping the floors. CONTRACTOR shall mop vehicle floors and clean all other interior items including indoors of the windows, if required; provided, however, that at a minimum, CONTRACTOR shall mop vehicle floors and clean all other interior items including indoors of the windows, at least once weekly.

The CONTRACTOR shall immediately report and repair any damage to the interior or exterior of vehicle(s). If a vehicle is damaged, the CONTRACTOR shall retire that vehicle from service as soon as practicable and a spare vehicle shall be immediately dispatched to service the route. Exterior damage to vehicle(s) due to collisions, scratches, and graffiti markings shall be repaired within 24 hours.

CONTRACTOR shall not permit the use of any vehicle, in a state of repair that violates any Applicable Laws. Vehicles may only be driven and/or parked in areas designated for such purposes and as provided for under this Agreement and pursuant to Applicable Laws.

The City, and/or its officers, employees, agents, and/or contractors shall not be responsible or liable for any damage to CONTRACTOR'S vehicles. CONTRACTOR shall be responsible for and provide reasonable security measures which may be required to protect the vehicles. Under no circumstances shall the City be responsible for any stolen or damaged goods, facilities, materials, and/or other equipment including, but not limited to, the vehicles, nor shall City be responsible for any stolen or damaged personal property of CONTRACTOR'S employees, contractors, subcontractors, agents, vendors, patrons, guests, invitees, and/or any other third parties.

Fare Collection

Should the City opt to charge fares for the trolley service, all fares collected shall be the property of the City and the City will enact procedures to control the fare box collection, auditing, etc.

Safety and Security Program Plan

The CONTRACTOR shall adhere to the City's a Safety and Security Program Plan, and shall assist the City with periodic updates of such Plan.

The CONTRACTOR will require all drivers, dispatch personnel, vehicle maintenance mechanics, and supervisors to participate in the Safety and Security Program.

The CONTRACTOR shall comply with all applicable State of Florida Department of Transportation requirements, Florida Administrative Code 14-90, and all other applicable federal, State, and local safety requirements.

Road Supervision

The CONTRACTOR shall provide road supervision as required to monitor drivers, vehicles, quality of service, and adherence to all established routes, headways and schedules, and to respond to emergency service calls.

Accident and Incident Procedures

The CONTRACTOR shall develop, implement, and maintain procedures to respond to all accidents, disturbances, passenger injuries/fatalities, and any other service interruptions/failures. These shall be reported to the City in a timely manner.

All traffic accidents involving System vehicles, irrespective of injury, shall be immediately reported to the City of Miami Beach Police Department. The CONTRACTOR will advise such agency of the accident and request a police unit to investigate the accident.

The CONTRACTOR operating a trolley vehicle shall give the City's Transportation Operations Supervisor immediate verbal and subsequent written notice of the following events:

- A fatality, where an individual is confirmed dead within thirty (30) days of a transit accident, excluding suicides and deaths from illnesses.
- Injuries requiring immediate medical attention away from the scene for one or more individuals.
- Property damage to trolley vehicles, transit system vehicles other than trolleys, other trolley system property or facilities, or any other property. The City's Transportation Operations Supervisor shall have discretion to investigate events resulting in property damage less than \$1,000.
- Evacuation of a trolley vehicle due to a life-safety event where there is imminent danger to passengers on the trolley vehicle(s), excluding evacuations due to operational issues.

Immediate notice of all above-referenced events/accidents is required and such notice shall not be delayed for more than one (1) business day. These notices, at a minimum, shall include the date, time, location of the occurrence and the appropriate number of persons killed or injured. The person making the notification must provide his or her name and title, the trolley number involved and state where he or she can be reached for further details. In addition, the person must supply any additional information requested. The CONTRACTOR must ensure the physical evidence of the accident scene is properly documented prior to the scene being cleared. Immediate notice of the above occurrences shall be reported by telephone. Immediate notice of all said accidents is required, but in no instance shall the notice be delayed for more than two (2) hours.

A written notice shall be submitted to the City, unless otherwise specified by the City, within two (2) business days (48 hours) of the occurrence for all fatal accidents and all injury accidents which result in injuries to one (1) or more passengers, on the form entitled "Trolley Operator Accident Report" which is set forth in the System Safety and Security Program Plan.

The CONTRACTOR shall assist the City in documenting accidents and incidents. Report shall meet all applicable FDOT and F.A.C. Chapter 14-90 reporting requirements.

Emergencies - Natural Disasters

In the event of an emergency or natural disaster, the CONTRACTOR shall make available, to the maximum extent possible, transportation and communications services and facilities to assist the City in ameliorating such incidents. To the extent the City requires the CONTRACTOR to

provide such emergency services, the CONTRACTOR shall be relieved of the obligation to fulfill the duties and responsibilities to operate the System.

Contractor's Facilities

The following facilities shall be provided by CONTRACTOR to effectively manage and operate the System:

- A dispatch room and supervisor station
- Facility for setup of maintenance and secure storage of the vehicles after hours
- Storage for the CONTRACTOR'S vehicle maintenance equipment (including cleaning supplies)
- Fueling facilities to provide a dedicated source of fuel available in emergencies
- Break room for drivers and staff
- Restroom facilities

Records and Reporting

Minimum Reporting Requirements

The CONTRACTOR shall provide a Monthly Passenger Count Summary Report and Monthly Summary Reports to the Transportation Operations Supervisor of the City in conjunction with submittal of its monthly invoices for payment. The format to be used for operating reports and monthly summaries shall be developed by the CONTRACTOR and approved by the Transportation Operations Supervisor of the City. Said monthly reports shall be submitted no later than the 15th calendar day of the following month, as part of CONTRACTOR'S invoices for payment. Monthly report figures shall coincide with daily trip sheet totals for the month and shall be broken down on a weekly basis (from Sunday to Saturday). The CONTRACTOR shall certify as accurate all information given to the City.

Daily Records/Reports

- (a) Telephone Report: The City shall be notified via phone any change of vehicle and/or driver, special runs, interruption of service due to inclement weather, out-of-service vehicles, emergencies and accidents.
- (b) Daily driver logs will be used by each shift of operators, a copy of which is to be submitted to the City on a weekly basis. The log is the source document for use in determining the total miles, number of passengers (manually counted) and passenger categories. Missed miles and missed trips will be determined from the log by comparing actual daily miles entered into the log against predetermined daily total miles for each vehicle.

- (c) Daily dispatcher logs shall include, but not be limited to, the following information: number of incoming calls, type of information requested (restaurants, shops, entertainment, fares, schedule, stop locations, etc.).
- (d) Fare box revenue (if applicable) shall be recorded daily and a copy submitted to the City with the Monthly Summary Report.

Monthly Summary Reports

The CONTRACTOR shall prepare and submit to the Transportation Operations Supervisor of the City a monthly summary report within fifteen (15) calendar days after the end of the operating month, which shall be submitted along with CONTRACTOR'S invoices for payment (as one of the required documents thereto). Monthly Summary Reports shall include, but not be limited to:

- (a) Vehicle Total Service Hours and Miles: Monthly report figures shall coincide with daily trip sheet totals for the month, by Route.
- (b) Total Ridership: Monthly totals of the number of passengers carried, by Route.
- (c) Total Passenger Revenue Summary (if applicable): Amount of fares/coupons collected, by Route.
- (d) Service Break Summary: Vehicle out-of-service, operational problems, breakdowns, missed trips and delays over fifteen (15) minutes.
- (e) Complaints and Compliments: passenger complaints and compliments collected by the City and description of any action taken regarding complaints. Passenger complaints related to safety or serious operational deficiencies shall be reported to the CONTRACTOR by the City no later than the next workday following the City's receipt of complaint.
- (f) Vehicle Condition Summary: mileage (month, year to date, total), fuel and oil consumption (miles per unit), accidents, preventive maintenance and inspection program (actual vs. program), summary of major component rebuilding/repairs made, by Vehicle.
- (g) Equipment Status Summary: all other City-owned equipment.
- (h) General Summary: all other issues, evaluations, suggestions for improvements.
- (i) Pass and Ticket Sales Report (if applicable): number of tickets and passes sold by each vendor over the last month.
- (j) Reports for the Trolley Circulator Service shall be detailed by day and tabulated for the month.
- (k) The Summary Report shall also include a recap of the service, summary statistics for current month, year-to-date, same month last year (when applicable) and percent change from last year for total system (if applicable). Spreadsheet type graph(s) of trends in ridership, passengers per vehicle hour, and service quality measures shall be developed. It shall also include problems with service/personnel/accidents, and solutions proposed for the problems.

Yearly Summary Reports

Yearly Summary Report for Trolley Circulator Service shall include, but not be limited to, miles, hours, passengers and costs itemized by month for each service, including fare box collections (if applicable).

Accidents Reports

(See Accident and Incident Procedures).

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Figure 1- Map of Proposed Alfon Road-West Avenue Circulator Route

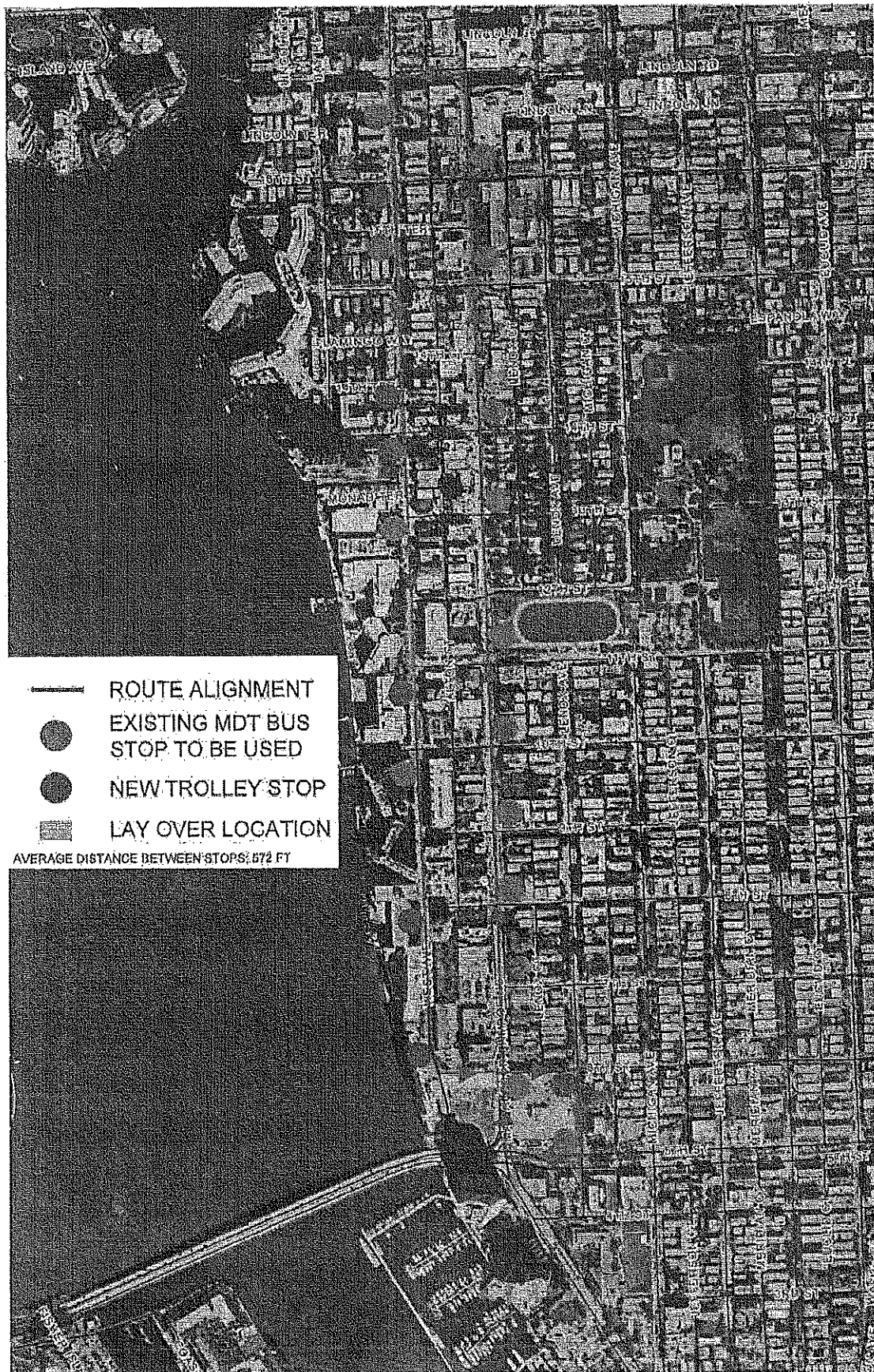


Table 1- Equipment and Service Specifications

Item	Specifications
Equipment	
Make	Supreme Corporation Startrans
Vehicle Type	Rubber Tire Trolley (Classic American)
Number of vehicles required	Minimum requirement of two (2) vehicles in service with one (1) spare
Capacity	minimum 20 passengers
Power/fuel type	Diesel or Gasoline
Accessibility	Must meet requirements set forth by the Americans with Disabilities Act (A.D.A.)
Reliability Standards	Any vehicle provided by this contract must not be older than 2007 models
On-board amenities	Vehicles provided by this contract must have properly functioning air conditioning, driver seatbelts, and wifi.
Optional amenities	Bicycle Racks and digital head signs on the front, sides, and rear of vehicles
Radio Communication and Equipment	Vehicles provided by this contract must have two-way radios for driver communications, GPS services, and transmission of real time/next bus information via cellular service
Advertising on Vehicles	The City will be responsible to sell and install advertising on the interior and exterior of the vehicles at its sole discretion and. The cost for production will be borne by the City and all revenues for advertising will be retained by the City
Hours of Operation	
Daily	8:00 AM to 12:00 AM, Monday through Sunday (16 hours a day)
Yearly	11680 hours (16 hours a day/365 days a year)
Frequency of trips	10 minutes headways
Duration of trips	22.5 minutes (13.5 minutes driving time, seven (7) minutes pick-ups and drop-offs, five (5) minute layover every two (2) trips)
Number of Routes	1 (Alton Road-West Avenue Loop), additional optional routes at the City's sole discretion
Fares	Free
Performance	
Minimum reliability	<2% missed trips, 95% on time performance (no more than 3 minutes late at any stop location).

Figure 2-Trolley Vehicle Dimensions

